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AGREEMENT

PATERSON BOARD OF EDUCATION

and

PATERSON SCHOOL CUSTODIAL AND
MAINTENANCE ASSOCIATION

1974-1976

Passaic County

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This Agreement is entered into between the Paterson Board of Education, hereinafter referred to as the "Board", and the Paterson School Custodial and Maintenance Association, hereinafter referred to as the "Association."

RECOGNITION

The Board hereby recognizes the Association as the sole representative for the following personnel including full time, part time and employees on leave in the following categories:-

Chief Custodians

Custodians

Matrons

Maintenance

Audio-Visual Technician

Audio-Visual Assistant

Audio-Visual Clerk

Upkeep of Grounds Personnel

ARTICLE I

LEAVE DAYS

As of July 1, 1974, each member of the unit shall be entitled to fifteen (15) sick or personal days, not less than twelve (12) of which shall be for illness nor more than three (3) for personal reasons. Any of the unused days shall

be accumulated from year to year as sick leave days with no maximum limit.

Notification for personal leave days shall be given five (5) days in advance, except in cases of emergency, when notice shall be given as soon as possible. Prior approval is not required for this day.

Except for illness, absences are not authorized for consecutive days. Absence before and after a holiday shall be limited to personal illness.

The birthday of Martin Luther King shall be a paid holiday and no employee shall be required to work on such day.

Crispus Attucks Day shall be a paid holiday and no employee shall be required to work on such day.

ARTICLE II

Changes in Working Conditions:

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established. In addition, the Association and the Board agree to meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment.

ARTICLE III

Negotiation Procedure:

The Board and the Association agree that they shall meet no later than December 1st of the preceeding calendar year in which this agreement expires to commence negotiations for the successor contract.

The Board, or its representatives, and the Association or its representatives, shall be empowered to negotiate pending ratification by the whole Board and the members of the Association.

Should a mutually acceptable amendment to this agreement be negotiated, it shall be reduced to writing and signed by the Board and the Association.

ARTICLE IV

Board Policies:

All policies and procedures of the Board, regulating the terms and conditions of employment of Association personnel, not covered in this contract shall continue in effect, and their exclusion from this contract in no way detracts from the Association's right to negotiate over them in the future.

ARTICLE V

Personnel Roster:

The Board shall make available to the Association the names of all Association personnel along with their school assignments plus their home addresses and phone numbers.

ARTICLE VI

Grievance Procedure:

A. Grievance definition: A grievance shall mean a complaint by a member of the Association, or a group of Association members, or the Association, that there has been an inequitable interpretation application or violation of policy, agreements, or administrative decision effecting him or them.

B. Nothing in this procedure shall be construed in limiting the rights of employees to discuss any grievance informally

and have it solved without the involvement of the Association, provided that its adjustment is not inconsistent with the terms and conditions of employment.

C. A grievance to be instituted under this procedure must be initiated within sixty (60) days of the event or within sixty (60) days of the employee's or Association's knowledge of the event.

D. Procedure:

Level I:

- a. The employee shall initially present his complaint to his immediate superior with the objective of resolving the grievance informally through discussion.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within three calendar days, he shall present his complaint in writing to his immediate superior.
- c. The immediate superior shall communicate his decision to the employee within five calendar days of the receipt of the written complaint.

Level II:

- a. In the event that the grievance remains unsolved, or is not resolved to the satisfaction of the employee, he may submit the grievance, along with the decision of the immediate superior, in writing, to the supervisor directly over his immediate superior.
- b. This supervisor shall meet with the employee within a period of five calendar days from the date of his submission of the written complaint.
- c. Following this meeting, this supervisor shall render a written decision within five calendar days regarding the employee's grievance.

Level III:

- a. In the event the employee is still dissatisfied with the response, he may proceed at this level to the next higher authority, which may be the Board of

Level III: continued

Education or the Board Secretary. His grievance shall be submitted in writing, and within five calendar days, either the Board Secretary or the Board shall meet with the employee to hear his complaint. Within ten calendar days after the employee's submission of the grievance, the Secretary or the Board shall render a written decision regarding the grievance.

Level IV:

In the event that the party or parties are unable to resolve the grievance after proceeding through the channels herein set forth, the said grievance may be submitted to the Association for its recommendation or lack of recommendation on submitting it to arbitration. Within five calendar days after submission of the grievance to the Association, the Association shall notify the aggrieved that they will support or not support his grievance.

If the Association does not support the employee's grievance, he may continue on his own according to the procedure described herein.

Level V:

If the Association supports the grievance, a mutual request from the Board and the Association shall be submitted to the Executive Director of the New Jersey Public Employment Relations Commission, who will be asked to name an arbitrator according to the Commission rules and regulations. The decision of the arbitrator shall be final and binding on matters pertaining to the language of the contract and advisory over other grievances. Costs of arbitration shall be shared jointly by the Board and the Association.

ARTICLE VII

Vacations:

Full time Association personnel shall be granted annual vacation leave in accordance with the following regulations:

1. Full time custodial employees having less than three months service prior to July 1 shall not be entitled to vacation with pay.
2. Full time custodial employees with more than three months service prior to July 1 and up to one year of service shall be entitled to one week's vacation with full pay.

3. Full time custodial employees with service of more than one year prior to July 1 and up to and not exceeding three years, shall be entitled to two weeks vacation with full pay.
4. All other full time custodial employees having three or more years of service prior to July 1 shall receive three weeks vacation with full pay. Personnel with ten or more years experience in the Paterson school system shall be entitled to four weeks annual vacation.
5. Vacation period for custodial employees shall begin on July 1st of each year and must terminate on or before August 15th of each year.
6. The Supervisor of Custodial Maintenance shall submit to the Secretary of the Board of Education a vacation schedule covering all custodial employees.
7. It shall be the duty and responsibility of the Supervisor of Custodial Maintenance to arrange the vacation schedule in such manner that all schools will be adequately covered by custodians during the vacation periods.

ARTICLE VIII

UNIFORMS

The Board agrees to give each employee covered by this Agreement a yearly uniform allowance of fifty dollars (\$50.00). Payment shall be made on submission of a voucher to the Board of Education. Employees shall be required to maintain said uniforms.

ARTICLE IX

HEALTH INSURANCE

The Paterson Board of Education shall continue to provide full coverage and assume total costs for the State Health Benefits including B/C - B/S - Rider J and Major Medical Insurance for all employees in the unit.

ARTICLE X

LONGEVITY

Longevity for the unit employees herein defined shall commence after completion of ten (10) years service in the Paterson school system and shall amount to \$675.00 over and above the salary designated at the appropriate step of the Salary Guide.

ARTICLE XI

ASSOCIATION SECURITY CLAUSE

The Board agrees that all members of the Bargaining Unit should be members of the Association and its affiliates. Those people who do not become members of the Association and its affiliates shall be required to pay a fee to the Association in the amount equivalent to the dues of the Association and its affiliates. The Association shall be solely responsible for collecting said fees.

Should legislation be enacted in the State of New Jersey strengthening the Association's Security Clause, the Board agrees to reopen negotiations with the Association on this Article of the Agreement.

ARTICLE XII

SALARY GUIDE - 1974 - 1975

(AS ATTACHED)

1974 - 1975 SALARY GUIDE

<u>CUSTODIANS</u>	<u>MATRONS</u>	<u>MAINTENANCE</u>
0 \$5,800.	0 \$4,800.	0 \$6,900.
1 \$6,100.	1 \$5,100.	1 \$7,100.
2 \$6,400.	2 \$5,400.	2 \$7,400.
3 \$7,000.	3 \$5,700.	3 \$8,000.
4 \$7,300.	4 \$6,000.	4 \$8,300.
5 \$7,600.	5 \$6,300.	5 \$8,600.
6 \$7,900.	6 \$6,600.	6 \$9,000.
7 \$8,300.	7 \$6,900.	7 \$9,600.
8 \$8,900.	8 \$7,300.	
	9 \$7,800.	

CHIEF CUSTODIAN-GROUP I

0 \$6,300.
1 \$6,600.
2 \$6,900.
3 \$7,500.
4 \$7,800.
5 \$8,100.
6 \$8,400.
7 \$8,800.
8 \$9,100.
9 \$9,700.

CHIEF CUSTODIAN-GROUP II

0 \$6,300.
1 \$6,600.
2 \$6,900.
3 \$7,500.
4 \$7,800.
5 \$8,100.
6 \$8,400.
7 \$8,800.
8 \$9,100.
9 \$9,400.
10 \$10,000.

CHIEF CUSTODIAN-GROUP I

0 \$6,300.
1 \$6,600.
2 \$6,900.
3 \$7,500.
4 \$7,800.
5 \$8,100.
6 \$8,400.
7 \$8,800.
8 \$9,100.
9 \$9,400.
10 \$9,700.
11 \$10,300.

CHIEF CUSTODIAN-GROUP IV

0	\$6,300.
1	\$6,600.
2	\$6,900.
3	\$7,500.
4	\$7,800.
5	\$8,100.
6	\$8,400.
7	\$8,800.
8	\$9,100.
9	\$9,400.
10	\$9,700.
11	\$10,400.

CHIEF CUSTODIAN-GROUP V

0	\$6,300.
1	\$6,600.
2	\$6,900.
3	\$7,500.
4	\$7,800.
5	\$8,100.
6	\$8,400.
7	\$8,800.
8	\$9,100.
9	\$9,400.
10	\$9,700.
11	\$10,000.
12	\$10,900.

ARTICLE XIII
GROUP DEFINITION

Within thirty (30) days after the signing of this Agreement, the Board shall issue a comprehensive statement defining "Groups I, II, III, IV, and V", pertaining to Chief Custodians.

ARTICLE XIV
SUBSTITUTES

The Board agrees to implement the following policy when men are sick or absent from their jobs:-

1. In a two man school, if one man is absent five (5) consecutive days, the Board shall hire a substitute on the sixth day and he shall remain there until the absent man returns.

In schools of more than two men, if a man is absent or sick for ten (10) days, the Board agrees to hire a substitute on the eleventh day and he shall remain until regular employee returns.

ARTICLE XV

MISCELLANEOUS

The present policy of the Board regarding a sixty (60) day probation period for new employees shall continue. After the sixty (60) day period, employees shall be entitled to all benefits from the initial day of employment.

The Board agrees to provide a separate payment of one dollar for each day worked, for employees who are required to use their car in the performance of their duties.

The Board agrees to pay the cost of firemen's licenses.

The Board agrees to allow five (5) association members two (2) days off each, at no loss in pay, to attend the NJEA Convention.

The Board agrees to print two hundred (200) copies of this Agreement and deliver them to the Association.

Overtime shall be offered on an equitable and rotating basis within a department or trade specialty.

The reference in Article VII to Custodial employees shall include Custodial and Maintenance employees.

ARTICLE XVI

DURATION OF AGREEMENT

This AGREEMENT shall be effective July 1, 1974 and shall continue in effect until June 30, 1976, except as hereinafter provided, subject to any amendments hereto made in writing and agreed upon by both parties, or subject to a successor agreement negotiated and agreed upon by the parties.

During the second year of the within Agreement, the parties further agree that the Association shall have the right to commence negotiations on salary issues only.

Upon failure of the parties to agree on the salary issues, the dispute over mandatory items may be submitted to fact-finding invoked by either party. However, if both parties agree, the issue may be submitted to mediation prior to fact-finding. The mediator may be either mutually agreed upon or selected by the Rules and Procedures of the American Arbitration Association.

The fact-finder shall be requested by either party from the American Arbitration Association and both parties agree to be bound by the Rules of the American Arbitration Association.

The recommendation of the fact-finder shall be binding upon both parties to this Agreement.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its representatives and the Board has caused this Agreement to be signed by its President, attested by its Secretary, alloon the day and year first above written.

PATERSON BOARD OF EDUCATION

By: s/ Leonard R. Jacoby
PRESIDENT

ATTEST:

s/ Charles J. Riley
SECRETARY

PATERSON SCHOOL CUSTODIAL AND
MAINTENANCE ASSOCIATION

By: s/ D. La. Buncy

ATTEST:

s/ William J. Henry